



UC HASTINGS COLLEGE OF THE LAW

REQUEST FOR PROPOSALS

#01-0015

FOR

STUDENT HEALTHCARE SERVICES

RFP Issue Date: September 29, 2020

RFP Due Date: November 5, 2020

Contact: purchasing@uchastings.edu

I. PURPOSE

The purpose of this UC Hastings College of the Law (the “College” or “UC Hastings”) Request for Proposals (“RFP”) is to secure proposals from qualified, accredited health care vendors (“Health Care Vendors” or the “Health Care Vendor”) to provide comprehensive medical and behavioral health services, in a clinical and virtual setting, to UC Hastings law students.

UC Hastings is seeking to partner with a third-party vendor to provide effective, focused and efficient health care services to students. Respondents are free to propose the delivery of services on campus, off-campus, or using a hybrid model, with the optionality of virtual and in-person appointments. The selected Health Care Vendor (the “Contractor”) will operate a student-centered health services clinic for all UC Hastings students to provide primary care, urgent care, and behavioral health services starting on August 1, 2021. Potential respondents are to read, review, and respond to this request for proposals in accordance with the included guidelines.

The primary goal of this RFP solicitation is to invite Health Care Vendors to demonstrate how they will satisfy the following priorities:

- Provide an integrated and affordable health services model for primary care, urgent care, and behavioral health care at an in-person clinic and through virtual telehealth appointments.
- Provide robust behavioral health services in the form of psychiatry and psychology offerings.
- Serve as the medical home for students who are on the [University of California Student Health Insurance Plan \(“UC SHIP”\)](#).
- Provide convenient, prompt, and frictionless access to all services with scheduled and walk-in appointments.
- Employ technology-based platforms that will resonate with young adults.
- Promote and increase student utilization of all student health services.
- Provide flexible scheduling and hours that includes a plan for after-hours care.
- Engage in health promotion activities to increase the overall wellbeing of all student constituents.
- Demonstrate the feasibility of offering services, whether on-site, off-site, or a hybrid, on or before August 1, 2021.

II. CONTEXT

Founded in 1878 as the “law department” of the University of California, UC Hastings College of the Law was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents all other aspects of the College operate independently under the oversight of the UC Hastings Board of Directors. UC Hastings contracts on a fee for service basis UC-provided payroll, retirement, and investment portfolio management from the Office of the Presidents and maintains a number of business relationships with UCSF including police and business service. UC Hastings is the oldest public law school in California and the only stand-alone, public law school in the nation. UC Hastings’ reputation for academic excellence, affiliation with the University of California, and location in San Francisco’s downtown Civic Center are major factors contributing to the overall strength of the institution.

III. BACKGROUND

For decades, UC Hastings operated its own on-campus clinic providing medical and behavioral health services to its approximately 1000 students during the academic year (August through May). The services included primary care, urgent care, well-women visits, as well as short term psychiatry and psychology care. The clinic operated on-site in a suite of three exam rooms and three administrative offices. The staff included medical doctors, nurse practitioners, psychiatrists, licensed therapists, registered nurses, social workers, and medical assistants. These services were fully funded by student fees and received no state funding.

UC Hastings requires that all students have health insurance that meets UCSHIP's minimum criteria. Approximately 54% of students are currently enrolled in UCSHIP. The UC Hastings student health center serves as the UCSHIP administrator for its students and is required to provide primary care to its insureds. Clinic staff are actively involved in UC administration and assist and advocate for students with insurance-related matters.

In a typical year, approximately 280 students live on campus in an apartment-style residential facility. All of the other students commute to campus from various locations throughout the Bay Area.

In the Academic Year 2020-2021, the College closed its on-site clinic and partnered with a third-party vendor to offer services similar to those described above. These services, which continue to be fully funded by student fees, are currently being offered at its off-site clinics and through virtual telehealth appointments. The term of this contract expires in August 2021.

In the Fall 2023, the College anticipates opening a 14-story mixed-use building that will house approximately 670 students: Up to 65% will be Hastings students and a mix of other local higher education institutions and 35% will be primarily from UCSF. This building will also include academic space and ground-floor retail space.

IV. STUDENT HEALTH SERVICES MISSION

UC Hastings student health services is committed to offering high quality, accessible, cost effective ambulatory health care. The goal is to complement the educational mission of the College by removing health-related barriers to learning and promoting optimal health and wellbeing.

This goal is achieved by supporting the physical, emotional, and social well-being of students by attending to their medical and behavioral health care needs on a preventative basis and responding to real-time needs. The primary goal is to assist students in establishing healthy lifestyles, which will have long-term benefits for them, their families, and the community.

V. SCOPE OF SERVICES

The Health Care Vendor should provide the following scope of services:

- **Primary Care** including, but not limited to, health promotion, physical exams, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses.
- **General and Age Specific Screenings** including, but not limited to, blood pressure, sexually transmitted diseases, body fat, skin cancer, diabetes, Tuberculosis, hearing, vision and lung function.
- **Immunizations** including, but not limited to, Diphtheria, Tetanus, Gamma Globulin, Polio 3, MMR, Influenza.
- **Psychiatric and Counseling Services** will include, at a minimum, short term psychiatric and counseling services via on-site and virtual care clinics for UC Hastings students. Proposals can also include information about the potential for long-term care. Common issues include depression, anxiety, adjustment disorder.
- **Urgent Care Medical Treatment** including, but not limited to, burns, fractures, minor lacerations, sprains, strains, fever, bronchitis, colds, flu, respiratory infections, urinary tract infections, etc.
- **Laboratory Testing** including, but not limited to, blood sugar, pregnancy, cholesterol, sexually transmitted diseases, HIV, cancer screening, stool, occult blood, Mononucleosis, urinalysis, pap smears.
- **Women's Health Care** including, but not limited to, annual breast exams, birth control counseling and prescriptions, hormone replacement therapy, mammography, family planning, osteoporosis assessment, pap smears, etc.
- **Weight Management and Nutritional Counseling** including, but not limited to, education about diet and exercise.
- **Minor Surgery** including, but not limited to, laceration repair, incision and abscesses, cysts, skin tags/warts/mole removal, nail excision, etc.
- **Specialty Referrals** will be made by primary care providers after appropriate evaluation.
- **Virtual Telehealth Services** for medical and behavioral health care.
- **After-Hours Care** will be made available to all students by providing on-call or other referral support services.
- **Wellness Services** that includes educational events, activities, and communications that promote general health and wellbeing.

VI. SPECIFICATIONS REGARDING THE PROVISION OF SERVICES

1. **Exclusive Rights:** The selected Health Care Vendor (the “Contractor”) shall have the exclusive right to operate the student health program providing appointment and walk-in health care for all students. The Contractor shall operate the student health services program in a manner which reflects the image and reputation of the College and supports the academic mission of the College. It is expected that the current service model shall be maintained and/or exceeded.
2. **High-Quality and Credentialed Staffing:** The Contractor shall employ professionally trained staff with the appropriate education, licensure, and experience to provide medical, psychiatric, and counseling services in accordance with all applicable laws. All health care providers will be credentialed, and the Contractor will employ a regular system to ensure credentialing compliance. Additionally, Contractor will ideally have sufficient credentials and licensures to enable it to lawfully provide health care services to UC Hastings students who are residing outside of the Bay Area or outside of California in the current virtual environment and in between academic years . All Contractor employees will adhere to the behavioral standards of the College while working on-site and off-site while caring for Hastings students. With cause and due process, the College may request that employees of the Contractor be prohibited from further working with UC Hastings students.
3. **Space, Equipment and Supplies:** The Contractor shall provide all medical equipment and supplies associated with the operation of a student health services clinic for students. If the Contractor elects to propose on-campus services, the Contractor is responsible for all furniture, fixtures, utility and capital improvement costs; said costs should be included in the Contractor’s proposal. Space rental and facility upgrade costs for an on-campus scenario can be designated as To Be Determined for purposes of the initial RFP response.
4. **Accreditation Standards:** The Contractor's health care services, as well as its health education and prevention programs, shall meet the standards of care as identified by the American College Health Association (“ACHA”), which parallel the standards established by the Accreditation Association for Ambulatory Healthcare (“AAHHC”) and the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”). Contractor shall indicate in response to this RFP whether it is a Knox-Keene licensed entity, and if it is not a Knox-Keene licensed entity, Contractor shall include an explanation as to how it proposes to model and deliver health care services to UC Hastings students without such licensure.
5. **Relationship with the College Community:** The Contractor should become involved in the academic, health, and social environment of the College by providing opportunities to collaborate with academic programs and support health education and prevention programs. For example, the Contractor may be asked to engage in special events at the request of the College, e.g., Orientation, on-campus health fairs, etc.
6. **Relationship with Public Health Agencies:** To the extent necessary and appropriate, the Contractor may have particular involvement with students who are living in our on-site

residential facilities due to College-health related issues. To the extent necessary and appropriate, the Contractor shall provide liaising services with the San Francisco Department of Public Health, the Centers for Disease Control and Prevention, and other governmental health agencies that may be required.

- 7. Communications:** The Contractor shall have a communication strategy to advertise and educate students about its services. All communications with students require the College's prior approval.
- 8. Facility:** The Contractor shall provide convenient and accessible health care to students on-site, off-site, or through a hybrid model of some on-site and some off-site facilities. If the Contractor elects to propose on-campus services, the Contractor is responsible for all furniture, fixtures, utility and capital improvement costs; said costs should be included in the Contractor's proposal. Space rental and facility upgrade costs for an on-campus scenario can be designated as To Be Determined for purposes of the initial RFP response.
- 9. Hours of Operation:** At a minimum, 40 hours of operation preferably Monday to Friday 9am to 6pm will be maintained for the calendar year. Changes to the hours of operation must be noticed in advanced and approved by the College.
- 10. Feedback and Improvement of Services:** The Contractor shall meet regularly with College officials to share FERPA and HIPAA-compliant utilization data and review the operations of the health services program. The Contractor shall implement a patient feedback and complaint system and regularly report that information to the College in a manner compliant with FERPA and HIPAA guidelines. The Contractor shall work cooperatively with the College in the development and improvement of the health services program including services, policies, and procedures. The Contractor shall make every reasonable attempt to comply with requests from the College to improve the delivery of healthcare services for patient population.
- 11. Business Operating Plan:** The Contractor must provide a business operating plan that includes the following information:
 - a. Professionally trained health care and administrative staff with extensive experience in young adult primary care, urgent care, and behavioral health care services that are readily accessible to the College community. Please provide the proposed staffing model, including information about type and number of employees.
 - b. Information technology systems for medical records, patient management, appointment systems, and third-party billing for insurance reimbursement. Please include specific information about the electronic medical records system that will be used, general websites, online website/portals specifically created for Hastings students, the availability of mobile phone apps, how students will access virtual telehealth appointments, etc.

- c. A fee proposal that is inclusive of all fees and costs, including licensing fees, hourly billing rates, labor, costs of facilities and equipment, etc. If the proposed fee is not a fixed amount, explain the basis for the proposed fee. The Contractor may provide its fee proposal in the form of a per month per student model. Please see attached excel sheet for the submission details. . If the Contractor elects to propose on-campus services, the Contractor is responsible for all furniture, fixtures, utility and capital improvement costs; said costs should be included in the Contractor’s proposal. Space rental and facility upgrade costs for an on-campus scenario can be designated as To Be Determined for purposes of the initial RFP response.
- d. Billing and accounting services that include regular reports of the performance of the College student health services program as well as on-going support for fiscal management issues.
- e. Legal services including issues revolving around questions of confidentiality, data privacy, prescription authority, standing orders, and other clinically related issues.
- f. Quality-assurance initiatives that incorporate national ambulatory standards of care developed by the ACHA, AAAHC, JCAHO, or other similar organizations.
- g. A detailed description of how the Contractor will meet the College’s health care clinic needs regarding facilities. For example, the Contractor may include the following information:
 - i. A description of its offsite facilities, with information about specific locations, and how those facilities will meet the needs described in this RFP;
 - ii. A description of its on-site facilities’ needs, e.g., square footage, rooms, costs of build out, access requirements, etc., as well as a proposal about whether it desires to take advantage of ground-floor retail space in our newly constructed building; or
 - iii. A description of how a hybrid model of some off-site and some on-site facilities will meet the College’s requirements.
- h. Whether the Contractor intends to serve only UC Hastings students or offer services to the general public at its clinic(s). The Contractor should also include information about whether it desires to expand its services to other UC students living on the College’s campus in 2023.
- i. A timeline or plan that will demonstrate the feasibility of being able to offer health services on or before August 1, 2021.

VII. ADDITIONAL DOCUMENTATION REQUIRED

The Health Care Vendor may include in the proposal any material representative of the services to be provided, but must include the following information:

1. Last audited financial statement.
2. General liability, professional liability, medical malpractice liability, and cyber-insurance carriers and limits, as well as workers' compensation carrier information.
3. List all malpractice cases in the last ten years for similar services specifically proposed in the RFP and any individual employee to perform the medical services referenced in the malpractice case (doctor, physician assistant, nurse, etc.). Please provide plaintiff's name, date, court and case number, charges and disposition.
4. Has a client terminated the Health Care Vendor's services within the last five years? (e.g.; workers' comp., drug screening, pre-employment physical, etc.) Please provide name and address of client, period of time service provided, nature of arrangements, and reason for cessation.
5. Has the Health Care Vendor experienced an incident of cyber-attack or data breach within the last five years? If so, please provide the date(s) discovered and measures taken both to remedy the incident and to prevent such further incidents from occurring.
6. List all of the Health Care Vendor's community or hospital affiliations.
7. Please provide information about the length of the preferred agreement.
8. Completed Drug-Free Workplace Certification, Exhibit B

VIII. EVALUATION AND SELECTION PROCESS

- All proposals should be received by UC Hastings by 11:00 a.m., PDT on November 5, 2020.
- Following receipt of the proposals, the evaluation committee composed of administrative staff, faculty, or students will review and evaluate all proposals submitted.
- The evaluation process will include legal due diligence review and visiting the Health Care Vendor's facilities.
- All decisions made by UC Hastings are final and not open to arbitration. UC Hastings in its sole discretion reserves the right to choose the Health Care Vendor it believes best meets the needs of its students.

IX. UC Hastings Contact Information

The primary contact for this process is:

UC Hastings Purchasing Department,

Adrian Brown, Director of Business Services

purchasing@uchastings.edu

X. Tentative Schedule & Milestones

RFP posted	Tuesday, September 29, 2020
Questions due to purchasing@uchastings.edu	11:00 a.m. PDT Tuesday, October 20, 2020
Responses from UCH posted	Tuesday, October 27, 2020
RFP due to purchasing@uchastings.edu	11:00 a.m. PDT Thursday, November 5, 2020
Evaluation period	Immediately following due date
Finalist round (in any), plus award	TBD

XI. Guidelines for Submission

To appropriately evaluate each firm’s capabilities, responses are to be tendered according to the guidelines listed below. Each firm is to outline how it will fulfill the Scope of Work included in this RFP. Proposals should clearly address all information requested in this RFP and use the following organization:

1. Executive Summary

- Introduce the firm, including size, location, philosophy, and areas in which it excels.
- Provide names, resumes, certifications, and specialties of the personnel who would be assigned to this project, and indicate what their proposed roles would be and the benefits they bring.

2. Expertise

- Develop a short narrative demonstrating clear understanding of the objectives and key features of the proposal.
- Describe specific methodologies, techniques, and technology to be employed in preparation and delivery of the requested services and reports. Outline anticipated schedule, work plan, and task list that details the steps to complete the proposed services and prepare the reports, and addresses how all aspects of the Scope of Work will be carried out.
 - Provide a list of recent engagements of similar size and scope (including appropriate references, who may be contacted to evaluate completed work), and the outcome of the engagements. Highlight organizations that are similar to the College. Complete and return a minimum of four (4) Reference Check Forms (Exhibit A) with your proposal.
- Provide a limited representation of illustrative materials such as graphics and page setups.
- Outline how the College’s feedback will be incorporated at various stages of implementation of the digital marketing and demand nurture campaign.
- Detail any assumptions made in preparing the proposal.
- Include any other services not identified in the Scope of Work.

3. Pricing

- Use, complete and return the attached excel spreadsheet. [Exhibit C]
- Provide a comprehensive pricing strategy that ties back to the stated goals, expectations, and deliverables.

XII. Due Date

Completed proposals are due (via e-mail) by 11:00 a.m. PDT THURSDAY, November 5, 2020, to: purchasing@uchastings.edu

Questions concerning this RFP should be sent in writing via e-mail to purchasing@uchastings.edu referencing the appropriate RFP section and page number, by 11:00 a.m. PDT Tuesday, August 20, 2020.

Written responses to written questions submitted by the deadline will be posted to Hastings Purchasing website on or about COB Tuesday, October 27, 2020.

XIII. Miscellaneous

Confidentiality: All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public shall be treated as confidential and proprietary to the extent permitted by law. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

- **Agreement Term:** It is the intent of UC Hastings to enter into a three year agreement, with two optional one year extensions with a single Contractor. Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any Health Care Vendor for any services. UC Hastings may reject any or all proposals at UC Hastings' sole discretion. Failure to comply with all the terms and conditions of this RFP may result in its rejection.
- **Incorporation of Proposal into Contract:** This RFP, the awarded Contractor's proposal, and all other representations made by the Contractor, may be incorporated into any and all contract agreements between the Contractor and UC Hastings. Award of Contract will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon the Health Care Vendor's proposal to meet the stated needs of the College, the Health Care Vendor's expertise, and the cost proposal for the project. The College may, in its discretion, require a finalist round or round(s) to evaluate suppliers and their products in order to assist in making final decision.

- **Late Proposals Will Not Be Accepted:** Each proposal shall specify completely each and every item as set forth in the specifications. Any and all exceptions to the original specifications must be clearly stated in the proposal and the failure to do so may be grounds for rejection of the proposal. UC Hastings has the right to select the proposal, which best meets the needs of the College and enter into contracts incorporating the proposal as submitted. The College reserves the right to reject any or all proposals or waive any irregularities in the submission process.
- **Insurance:** The parties shall maintain the following insurance coverages during the term of the contract.

General Liability Insurance

(1) UC Hastings will procure and maintain general liability insurance in limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.

(2) The Contractor will procure and maintain in full force and effect general liability insurance in limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate, protecting against any claim for bodily injury or property damage, products and completed operations, and personal and advertising injury. Such insurance coverage shall be written on an occurrence basis, and will be primary and noncontributory to any policies of insurance maintained by UC Hastings.

Professional Liability Insurance

The Contractor will procure and maintain in full force and effect for its physicians and clinicians professional liability (malpractice) insurance appropriate to the profession and the services to be provided meeting any statutory requirements, but never less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance coverage shall be written on an occurrence basis, and will be primary and noncontributory to any policies of insurance maintained by UC Hastings.

Automobile Liability Insurance

The Contractor will procure and maintain in full force and effect Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Technology Professional Liability Errors and Omissions Insurance

The Contractor will procure and maintain in full force and effect technology professional liability errors and omissions insurance appropriate to Contractor's industry and the Services hereunder, with limits not less than one million (\$1,000,000) per occurrence. Coverage shall be sufficiently

broad to respond to the duties and obligations as undertaken by Contractor in the Agreement and shall include, but not be limited to, claims involving medical malpractice. Such insurance coverage shall be written on an occurrence basis, and will be primary and noncontributory to any policies of insurance maintained by UC Hastings.

Workers Compensation

(1) UC Hastings will procure and maintain in full force and effect workers compensation coverage for its employees under the workers' compensation laws of the State of California.

(2) The Contractor will procure and maintain in full force and effect workers compensation coverage for its employees under the workers' compensation laws of the State of California, and Employer's Liability limits of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) per employee for bodily injury caused by disease, and one million dollars (\$1,000,000) aggregate.

Other Insurance Provisions. The insurance policies to be procured and maintained by the Contractor as set forth above are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status. UC Hastings its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(2) Primary Coverage. For any claims related to the services, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects UC Hastings, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UC Hastings, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled or materially modified, except with at least thirty (30) days prior written notice to UC Hastings.

(4) Waiver of Subrogation. Contractor hereby grants to UC Hastings a waiver of any right to subrogation which any insurer of Contractor may acquire against UC Hastings by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not UC Hastings has received a waiver of subrogation endorsement from the insurer.

(5) Self-Insured Retentions. Self-insured retentions must be declared to and approved by UC Hastings. UC Hastings may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or UC Hastings.

(6) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to UC Hastings.

(7) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis: (i) The Retroactive Date must be shown and must be before the date of the agreement or the commencement of the services; (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the services; (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the services.

(8) Verification of Coverage. Contractor shall furnish UC Hastings with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to UC Hastings prior to commencement of the Services. However, failure to obtain the required documents prior to the commencement of the Services shall not waive Contractor's obligation to provide them. UC Hastings reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(9) Subcontractors. Contractor shall require and verify that all subcontractors it uses to perform the services maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that UC Hastings is an additional insured on insurance required from subcontractors as described above.

(IO) Special Risks or Circumstances. UC Hastings reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, UC Hastings requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to UC Hastings.